

# *Contract no. 1204*

## AGREEMENT

THIS AGREEMENT, made this day of , 1992, between the TOWNSHIP OF LONG BEACH, hereinafter referred to as "TOWNSHIP" or "EMPLOYER", and the POLICEMEN'S BENEVOLENT ASSOCIATION, INC., Local 175, hereinafter referred to as "P.B.A.",

### WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purposes of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

### RECOGNITION

The Employer hereby recognizes the Policemen's Benevolent Association, Inc., Local 175 as the exclusive representative for all Patrolmen in its Police Department in Long Beach Township, New Jersey, but excluding the Chief of Police, Deputy Chief, Captain, Lieutenants and Sergeants.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement only, the following procedures shall be followed:

Step 1. An officer with a grievance shall first discuss it with his immediate supervisor, either directly or through the P.B.A.'s designated representative, for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he may file a written grievance with the Chief of Police or, in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance, between the Chief of Police or his designated representative and the aggrieved party. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting. The grievance shall be filed within fifteen (15) working days of the aggrieved parties Step 1 complaint.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the P.B.A., by its designated representative, to the Board of Commissioners. A meeting on the grievance shall be held between the P.B.A. and the Board of Commissioners at which meeting the parties may be represented. Said meeting shall not

be held publicly unless the parties so agree in writing. The Board of Commissioners shall render a final written decision within fifteen (15) working days of the date of the meeting. The grievance shall be filed within twenty (20) working days of the filing of the Step 2 grievance.

Step 4 In the event that the aggrieved person is not satisfied with the decision of the Board of Commissioners, the aggrieved person or the P.B.A., if the P.B.A. on his behalf determines that the grievance is meritorious, has fifteen (15) calendar days in which to request arbitration.

A. The Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association or P.E.R.C.

B. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's finding of fact, reasons and conclusions on the issue or issues submitted.

C. The costs of the services of the Arbitrator shall be borne by the losing party. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

D. The decision of the Arbitrator shall be binding on all parties.

E. A grievance affecting a group of employees under Article I may be submitted by the P.B.A. on behalf of said named group at Step 3 of the grievance procedure.

#### Section 2.

The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual written agreement between the parties.

#### Section 3.

A grievance must be presented at Step 1 within thirty (30) days from the date of occurrence of the facts that give rise to the grievance. If it is not presented within the aforesaid time period, it shall be deemed waived by the party and the P.B.A.

#### Section 4.

Any employee may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the P.B.A. When an employee is not represented by the P.B.A., the P.B.A. shall have the right to be present and state its views at all stages of the grievance procedure.

#### Section 5.

Disciplinary proceedings shall not be subject to the grievance procedure herein contained but shall be subject to civil service statutes and regulations.

## ARTICLE III

### MEMBER'S RIGHTS

#### Section 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the P.B.A. because of membership or activity in the P.B.A. The P.B.A. or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the P.B.A. shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

#### Section 2.

A. Collective Rights. The Township hereby agrees that every Police Department employee of the Township shall have the right freely to organize, join and support the P.B.A. and its affiliates or other Police fraternal organizations and their affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.

B. Just Cause Provision. No member shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional service without just cause.

C. Required Meetings or Hearings. Whenever any member is required to appear before the Township governing body concerning any matter which could adversely affect the continuation of that member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the P.B.A. present to advise him and represent him during such meeting or interview should he so desire.

D. Criticism of Patrolmen. Any questions or criticism prior to filing written charges, by a supervisor, administrator, Township Commissioner, or any person, of a patrolman or his methodology shall be made in confidence and not in the presence of other patrolmen, or at public gatherings of the town. All complaints shall be brought promptly to the attention of the patrolmen so as to allow the patrolmen the opportunity to respond to the complaint.

## ARTICLE IV

### SALARIES

Effective January 1, 1991, the base salaries for all police officers represented by the PBA shall be increased by six percent (6%) from their 1990 base salary. Effective January 1, 1992 through December 31, 1992, the salary schedule for all Police Officers recognized as being represented by the P.B.A. shall be increased six percent (6%) from their 1991 base salary. Effective January 1, 1993 through December 31, 1993, the salary schedule for all Police Officers recognized as being represented by the PBA shall be increased by six percent (6%) from their 1992 base salary.

## ARTICLE V

### SHIFT DIFFERENTIAL

The Township recognizes the fact that shift work may create a hardship for the employee and that the employee should be compensated. Effective July 1, 1991, the employees assigned to this agreement were assigned to steady shift duties. Accordingly, effective January 1, 1992, employees assigned to the 3:00 P. M. to 11:00 P. M. shift shall be entitled to a two percent (2%) shift differential and employees working on the 11:00 P. M. to 7:00 A. M. shift shall be entitled to a four percent (4%) shift differential. Effective January 1, 1993, employees assigned to the steady 3:00 P. M. to 11:00 P. M. shift shall be entitled to a three percent (3%) shift differential and employees assigned to the 11:00 P. M. to 7:00 A. M. shift shall be entitled to a five percent (5%) shift differential. This shift differential shall be paid in the form of a lump sum check to be issued no later than December 15th of each calendar year. The shift work record shall be validated by the Chief of Police.

## ARTICLE VI

### LONGEVITY

Each employee represented by this contract shall be paid in addition to and together with his annual base salary as listed in Schedule A hereof, additional compensation based upon the length of his or her services as fixed and determined according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>PAYMENT OF ANNUAL BASE SALARY</u>
Upon the completion of 3 years	2%
* Each year thereafter	1%
Maximum	8%

Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate the pay period following said anniversary date. Longevity shall be paid together with and in addition to the employee's base salary.

## ARTICLE VII

### DUES CHECK-OFF

The Township will deduct the monthly P.B.A. dues, from each employee who furnishes to the Township a written authorization for such deduction in a form acceptable to the Township. Funds so deducted shall be paid over to the P.B.A. on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and the amounts thereof.

## ARTICLE VIII

### COLLEGE INCENTIVE PROGRAM

The Township agrees that the amount and quality of any employee's education often determines the value of his contribution to the community and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantage of higher education, the Township agrees that each employee receives academic credits for study in any institution of collegiate level

which offers a college curriculum leading to or accreditable toward an undergraduate baccalaureate, associate or graduate degree in law enforcement or other related curriculum shall be paid a college allowance according to the following schedule:

COMPENSATION PER ANNUM

Associate Degree or 64 credits	\$ 500.00
Baccalaureate Degree	\$1,000.00

Employees shall be entitled to additional compensation for college credits obtained at the rate of \$5.00 per credit per annum or the amount allowed for an Associate or Baccalaureate Degree, which ever amount is greater; however, not to exceed \$1,000.00 per annum. Such additional college incentive program compensation shall be added to and become part of the officer's annual salary, commencing the pay period next following production of evidence or proof of completion of said credits or degree.

The Township shall allow the patrolmen to attend college off duty and will fund both tuition and book fees, keeping a running account of these expenses. There will be no limit to the number of patrolmen attending college at any given time.

Upon graduation and the awarding of a degree, the patrolman shall waive his College Incentive Program Compensation for that amount of time required to reimburse the Township of Long Beach for the expense of his education. This procedure shall only apply to those officers pursuing a degree in law enforcement or other related curriculum.

ARTICLE IX

HOURS OF WORK AND OVERTIME

The guidelines for the work schedule as presently constituted and incorporated herein as Schedule C, shall be maintained for the life of this agreement and overtime shall be paid in accordance with the law in such case made and provided. The officers shall be paid time and one-half of annual salary when required to perform duties which take time in excess of normal work schedule or for work performed in excess of their regular scheduled work time, all in accordance with the law in such case made and provided. Paid overtime shall be paid for regular duties as well as for range, classes and meetings, but shall not be paid when the officer is in regularly scheduled training programs outside the limits of Long Beach Township. Such overtime shall be not less than two hours per range session, class or meeting. Time spent for such training shall be compensated by an equal amount of compensatory time off. An officer will not be required to attend a departmental meeting, range, classes, etc. when meeting is on the same day as regularly scheduled day off.

Overtime shall be paid to each officer by separate check on the payday next following the pay period in which the overtime pay was accrued. At the option of the officer, compensatory time off in lieu of overtime may be taken. If compensatory time off is taken it shall be at the same rate as overtime (time and one-half) as per the Garcia, FLSA Act.

Overtime work, when necessary, shall first be offered to regular members of the Police Department on an equitable and rotating basis, commencing with senior patrolmen.

If an employee is called to work for an emergency situation or to cover for another employee who is absent, said employee

shall receive a guarantee of not less than four (4) hours work, notwithstanding the fact that the actual work performed may be less than provided by this guarantee. This minimum shall not apply to overtime worked at either end of a regularly scheduled shift.

Where the work schedule is required to be changed or amended as the need may arise, the work schedule, that is to say the work schedule for the entire department, shall not be changed nor modified without forty-five (45) days advance notice in writing to all members of the department. The guidelines for the work schedule or the work schedule as set forth in Schedule C may be changed immediately in cases of emergency in accordance with New Jersey Statutes and the New Jersey Administrative Code.

## ARTICLE X

### HIGHER CLASSIFICATION PAY ADJUSTMENT

In the event an employee is assigned to perform work in a classification higher than his title, he shall receive 110% of his salary for the time spent in the higher classification work. If the employee is required to work in a lower job classification than his regular title, no adjustment shall be made to his regular pay.

## ARTICLE XI

### VACATIONS

The Township's vacation plan shall be as set forth below:

A. During the first year of service, one day for each month of complete services.

- B. After one year, fifteen days.
- C. After three years, sixteen days.
- D. After six years, seventeen days.
- E. After nine years, eighteen days.
- F. After twelve years, nineteen days.
- G. After fifteen years, twenty days.
- H. After eighteen years, twenty-two days.
- I. After twenty years, twenty-four days.

J. The annual vacation allowance for all employees shall be determined as of January 1st of any year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

K. Employees who wish may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried more than one year.

L. Peak Time Scheduling: It is recognized that the summer months of employment are the peak work time of the Township. During this period of time, vacations shall be scheduled with the approval of the Chief and the employee's immediate supervisor in such a fashion so that the Department shall have sufficient men available to perform its functions.

M. Police Officers shall be entitled to take one (1) vacation day in July and one (1) vacation day in August provided same is authorized by the Chief of Police pursuant to subsections K through M hereof.

## ARTICLE XII

### PERSONAL LEAVE

Each employee shall be eligible for four (4) days personal leave, which may be used for personal business, with the permission of their immediate supervisor. Personal leave time shall not be accumulated. An employee shall notify his supervisor not less than four (4) hours before his schedule shift. If the shift is not short any member, the leave shall be granted. If an employee requests personal time with less than four (4) hours advance notice, it may be granted by the Chief, Captain or Lieutenant if the shift is not short any member. The grant or denial of such short requested leave time shall be in the sole discretion of the Chief, Captain or Lieutenant to whom the request may be made, however, all best efforts shall be made by the Chief, Captain and Lieutenant to accommodate such late request. If the employee makes the request for the personal day leave forty-eight (48) hours before the shift is to begin, then the supervisor shall obtain a replacement in advance and the leave will not be denied unless an emergency situation exists. The Chief of Police shall make the determination of what constitutes an "emergency situation". No more than one personal day per shift on a first come first served basis shall be permitted.

## ARTICLE XIII

### SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed the employee shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, pro-rated, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by the ownship employment for which the employee has a claim for workmen's compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to the sick leave.

B. Upon retirement, police officers shall be paid for sixty percent (60%) of all unused sick leave which they have accumulated. The maximum amount paid for unused sick leave shall be \$15,000.00 Unused sick leave shall be paid within sixty (60) days of retirement.

C. Alternatively, a retiree may opt to take terminal leave in lieu of the payment in Section B. If so, he/she may take time equal to sixty percent (60%) of unused sick days, but in no event shall exceed five (5) calendar months. Compensation during this time shall be at regular base pay including any holiday pay and longevity.

D. Any employee eligible to retire in a calendar year shall notify the Township in writing through the Chief of Police no later than January 15th of that year, but in no event less than thirty (30) days prior to the planned retirement date or eligibility date of the following:

1. Intent to retire or not.
2. Choice of terminal sick time or payment for unused sick time.

Failure by the employee to make timely notice to the Township shall limit the retiring employee to the payment for unused sick time as heretofore provided; and the Township shall have the sole option to defer making this payment until the next calendar year.

E. Work loss due to injury or illness possibly arising out of the course of employment shall not be chargeable to sick leave until and unless the employee's worker's compensation claim is denied.

F. If a member is disabled in the performance of his duty, he shall receive full pay until he returns to duty or until he is retired or placed on a permanent disability status.

#### ARTICLE XIV

##### HOLIDAYS

The following list of days shall constitute the paid holiday schedule for the term of this Agreement:

1. New Years Day	8. Independence Day
2. Martin Luther King Day	9. Labor Day
3. Lincoln's Birthday	10. Columbus Day
4. Washington's Birthday	11. Veterans Day
5. Good Friday	12. Election Day
6. Easter Sunday	13. Thanksgiving Day
7. Memorial Day	14. Christmas Day

Holiday pay shall be at time and one-half rate.

The TOWNSHIP and the ASSOCIATION agree to recognize as holidays such additional days as shall be designated for all employees of the TOWNSHIP OF LONG BEACH as set forth in the appropriate Ordinance or Resolution adopted by the TOWNSHIP for such purpose.

Employees of the Police Department shall receive time off (comp time) in a manner commensurate with other Township employees for regular working days wherein the Township offices closed for other Township employees.

## ARTICLE XV

### BEREAVEMENT LEAVE

#### Section 1.

Bereavement leave of five (5) days per death of an immediate relative of an employee shall be granted provided the decendent is a spouse, mother, father, grandmother, grandfather, sister, brother, child, stepchild, adopted child, granddaughter, grandson, spouse's mother, father, sister, brother, child, stepchild, adopted child granddaughter, grandson, grandmother, grandfather.

Bereavement leave of two (2) days per death of a relative of employees shall be granted for an aunt, uncle, great-grandmother, great grandfather, brother-in-law, sister-in-law, spouse's aunt, uncle, great-grandmother, great-grandfather, brother-in-law, spouse's aunt, uncle, great-grandmother, great-grandfather, son-in-law; daughter-in-law.

Bereavement leave of one (1) day per death of a neice or nephew of the employee or his spouse.

Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than ten days Bereavement Leave shall be granted.

#### Section 2.

A. An employee whose spouse or child dies, is to be given an additional fifteen (15) days bereavement leave before he must report back to duty, which time shall not be deducted from his vacation, sick or personal days.

B. In the event of the death of a member of an employee's family while said employee is on vacation or holiday leave, said employee shall be entitled to funeral leave as it is authorized by this Agreement and such leave shall not prejudice an employee's vacation rights granted by this Agreement. The employee in mutual agreement with the Chief of Police in such cases shall be required to reschedule his unused vacation time in the same calendar year.

C. Exceptions to these time limitations may be made by the Chief of Police upon timely notification by the officer when the deceased is buried in another state and the officer will be unable to return for duty and adhere to the time limitations stated in A and B above.

## ARTICLE XVI

### ESTATE BENEFIT

A. The Township agrees to be responsible for the cost of all burial expenses for an officer who is killed in the line of duty to a maximum of \$10,000.00.

B. In the event of the death of an employee, whether on or off-duty, his survivors will be paid for the employee's vacation days, holidays, personal days, compensatory time, salary and severance pay, etc. There will be no pro-rating. All the above should be paid to the employee's survivor(s) within thirty (30) days, but in no event later than sixty (60) days from the date of death of said employee.

## ARTICLE XVII

### UNIFORMS

The present uniform supply policy of the Township shall be as follows:

A. Uniformed officers shall be provided their uniforms and equipment required, which uniform and equipment shall be replaced as required and as approved by the Chief.

B. Plain clothes detectives shall have an annual allowance of \$800.00 which funds shall be used to provide clothing necessary for the performance of their duties.

C. Uniforms shall be cleaned at the expense of the Township by delivery to dry cleaning establishments designated by the Department.

## ARTICLE XVIII

### MEDICAL EXAMINATION AND BENEFITS

Each employee shall be entitled to a medical examination by the medical officer employed by the Employer once a year, such examination to include X-rays and blood tests. A copy of the medical report from the physician shall be delivered to each member.

The Township recognizes that police officers, as a result of the nature of their duties, are subject to physical and emotional demands which frequently cause medical problems. Accordingly, heart attacks, strokes, coronary problems and nervous disorders are considered job related injuries for the purposes of worker's compensation claims and other medical benefits.

It is further understood that, if an officer is injured on his way to work or on returning from work, such injury will be considered job related for the purposes of worker's compensation or other medical benefits.

The Township agrees to provide the Travelers Insurance Program which includes a Dental Plan, Eyeglass Plan, \$1.00 Prescription Plan to all employees. This coverage along with the basic Blue Cross/Blue Shield Plan shall continue to be provided to the employee by the Township upon the employee's retirement at twenty-five (25) years service.

## ARTICLE XIX

### LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement pursuant to the provisions of existing statutes while acting in his capacity as a member of the Department. Legal aid shall not be provided when the member is defending a disciplinary action taken by Employer and the finding is adverse to the member.

The TOWNSHIP shall not allow anyone, with the exception of the TOWNSHIP Manager, TOWNSHIP Attorney (while on official business), Chief of Police, or his designee, or Personnel Officer to read, review, have a copy of or in anyway peruse any employee's personnel file which is kept by Division of Police of the TOWNSHIP.

Unsubstantiated or unfounded complaints, or any information in regard thereto, shall not become a permanent part of an Officer's official personnel file.

## ARTICLE XX

### GRADES

Provisional ..... Until graduation from police academy.

Probationary ..... 12 months in service after graduation from academy.

3rd Class ..... Commencing first day, 13th month through 24th month in service after academy graduation.

2nd Class ..... Commencing 1st day, 25th month through 36 months in service after academy graduation.

1st Class ..... Commencing 1st day, 37th month through 48 months in service after academy graduation.

1st Class A ..... Commencing 1st day, 49th month in service after academy graduation.

## ARTICLE XXI

### MANAGEMENT RIGHTS

The P.B.A. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject to such limitations as are specifically provided in this Agreement only. The use of the work schedule shall not be construed as a waiver of the Employer to decide on the "shift" of all patrolmen. It is agreed that decisions on shifts are solely reserved to the Employer. This Agreement is subject to existing rules and regulations. The Chief may not, under power granted to him by virtue of his office, modify the terms of this Agreement. Any member of the Department against whom a disciplinary proceeding is to be brought, shall be notified in writing of the charges to be levied.

## ARTICLE XXII

### SAVINGS CLAUSE

In the event that any federal or state legislation or government regulation, including Internal Revenue Service, or Court decision, causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provisions.

## ARTICLE XXIII

### RETENTION OF BENEFITS

Except as otherwise provided herein, all benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Township during the term of this Agreement.

It is specifically understood that the exclusive representative herein waives none of its statutory rights, especially those contained in N.J.S.A. 34:13A-5.1 et seq.. The employer agrees to grant, pursuant to N.J.S.A. 11:26C-4, the necessary time off with pay to the president and one other delegate to attend any State or National convention of the N.J.P.B.A. and one day per month with the prior approval of the Chief of Police to conduct P.B.A. business.

## ARTICLE XXIV

### ADDITIONAL BENEFITS

The Employer further agrees that in the event the employees named as Chief, Captain, Lieutenants and Sergeants negotiate any additional benefits for members of the police department, over and above the benefits pertaining to the employees herein stated, those additional benefits shall be added to and automatically become a part of this contract and shall be to the benefit of the employees who are party for this contract.

## ARTICLE XXV

### AGENCY SHOP PROVISION

An Agency Shop provision, pursuant to the New Jersey Statutes, requiring the 85% dues assessment, shall be made part of this Agreement. The P.B.A. shall hold harmless the municipality from any and all claims arising out of this Article.

## ARTICLE XXVI

### DURATION

This Agreement shall become effective on January 1, 1991 and terminate on December 31, 1993. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given herein stated, this Agreement shall automatically be renewed for another year.

The parties agree that this contract is for the year 1991-1993 and all terms and conditions recited herein are retroactive to January 1, 1991.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year, first above written.

ATTEST:

HAROLD V. GALE, CMC/RMC

ATTEST:

LMB:ph

TOWNSHIP OF LONG BEACH

BY: MAYOR JAMES J. MANCINI

POLICEMAN'S BENEVOLENT ASSOC. INC.

BY: MICHAEL OPALENIK, PRES  
PBA LOCAL 175